			ORD	ER FOR	R SUPP	LIES OR S	SERVIC	EES			P	AGE 1 OF	12
I. CONTRACT/PURC AGREEMENT NO. N66001-15-D-005		ER/		ERY ORDER	/ CALL NO	3. DATE OF OR (YYYYMMMD) 2017 Sep 28	D)	4. REQ./ F	PURCH.REQUES	ST NO.	5.PF	RIORITY	
5. ISSUED BY SPAWAR SYSTEMS JACOB WARD COD JACOB.WARD @NA 53560 HULL STREE SAN DIEGO CA 921	DE 2253 VY.MIL T	ER PACIFIC 0	DE N66	001	DCM 9174	DMINIST EREC MA SAN DIEGO 4 SKY PARK COU DIEGO CA 9212	JRT, SUITE		5) CODE	S0514A		DELIVERY FOX DESTINA OT HER	ATION
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SEE SCHE	DUL	co <b>E</b>	DE		DFA DFA P.O.	PAYMENT WII S COLUMBUS CI S-CO/WEST ENT BOX 182381 UMBUS OH 4321	ENTER TITLEMENT (		CODE HQ03	39	ID	MARK ALI ACKAGES A PAPERS WIT DENTIFIC AT NUMBERS I OCKS 1 AN	ND TH IO N N
16. DELIVE TYPE CALL	RY/ x	( This delive	ry order/cal	l is issued on	another Gov	ernment agency or	in accordance	with and	subject to terms ar	d condition:	s of above numl	bered contract.	
OF PURCHASE Reference your quote dated Furnish the following on terms specified herein. REF:													
NAME OF CO	marked	ORDER AND CO ACT OR  I, supplier mu	ASIT MANDITION  st sign Ac	AY PREVIONS SET FOI	OUSLY HARTH, AND		S NOW MOPERFORM	ODIFIED THE SA	, SUBJECT TO	O ALL OF	THE TERM		GNED
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18. ITEM NO.		19. SC	HEDULE	OF SUPPL	IES/ SERV	TICES	OR	ANTITY DERED/ CEPTED	21. UNIT	22. UNIT	Γ PRICE	23. AMO	UNT
			SE	E SCHEE									
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37. RECEIVED AT	Γ	38. RECEIV	ED BY		39. DATE	RECEIVED MMDD)	40. T OT A		41. S/R ACCO	OUNT NO	. 42. S/R VO	UCHER NO.	

Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES **QUANTITY UNIT UNIT PRICE AMOUNT** 000101 \$0.00 **CPFF** PURCHASE REQUEST NUMBER: 1300673161 **ESTIMATED COST** \$0.00 FIXED FEE \$0.00 \$0.00 TOTAL EST COST + FEE ACRN AA (b)(4)CIN: 130067316100001

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0001 1 Lot (b)(4)

Services

**CPFF** 

Services in accordance with the Statement of Work, attachment 1 to this task order. This is a evel of effort task order, severable in nature. The required level of effort for this period is (b)(4)

FOB: Destination

ESTIMATED COST FIXED FEE

TOTAL EST COST + FEE

(b)(4) (b)(4) (b)(4)

CLAUSES INCORPORATED BY FULL TEXT

### B-TXT-02 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (JUN 2017)

The fixed fee for work performed under this contract is \$ [Contracting officer insert the negotiated fixed fee amount], provided that not less than [Contracting officer insert negotiated number of hours] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [Contracting officer insert negotiated number of hours] staff-hours of direct labor are so employed for such work, the fixed fee shall be

equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to [Contracting officer insert percentage] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(End of clause)

### **B-TXT-11 ALLOTMENT OF FUNDS (PARTIAL) (JUN 2017)**

- (a) This contract is partially incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this contract for payment of fee for incrementally funded items, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

ITEM(S) ALLOTTED TO FIXED FEE

CLIN 001 (b)(4)

(c) The amounts presently available and allotted to this contract for payment of cost for incrementally funded items, subject to the Section I "Limitation of Funds" clause, the items covered thereby, and the period of performance for which it is estimated the allotted amounts will cover are as follows:

ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE
CLIN 001	(b)(4)	9/29/2017 – 9/98/2018

- (d) The parties contemplate that the government will allot additional amounts to this contract from time to time for the incrementally funded items by unilateral contract modification, and any such modification shall state separately the amounts allotted for fee and the amounts allotted for cost, the items covered thereby, and period of performance that the amounts are expected to cover.
- (e) No Items are fully funded and performance under such items is subject to the Section I "Limitation of Costs" clause.
- (f) The contractor shall segregate costs for the performance of incrementally funded items from the costs of performance of fully funded items.

(End of clause)

#### B-TXT-12 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JUN 2017)

Page 4 of 12

(b)(4) 4 (b)(4)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$ (b)(4) inclusive of fee. It is estimated that these funds will cover the cost of performance through March 14, 2018. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of (b)(4) shall arise unless additional funds are made available and are incorporated as modifications to this contract.

(End of clause)

ITEM NO 0006	SUPPLIES/SERVICES DATA	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT NSP
ITEM NO 0005 OPTION	SUPPLIES/SERVICES  services CPFF Services in accordance wi order. This is a evel of effort for this period is FOB: Destination	ort task order, sev			AMOUNT (b)(4)
		,	ESTIM.	ATED COST FIXED FEE COST + FEE	(b)(4) (b)(4) (b)(4)
ITEM NO 0003 OPTION	SUPPLIES/SERVICES  Services CPFF Services in accordance wi order. This is a evel of effor for this period is FOB: Destination	ort task order, sev			AMOUNT (b)(4)
			ESTIMA	ATED COST	(b)(4)

FIXED FEE

TOTAL EST COST + FEE

# N6600117F1016

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ITEM NO 0002	SUPPLIES/SERVICES DATA	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT NSP
TENANO.		OV A NUMBER		AN WEI DO LOS	AMOUNT
ITEM NO 0004 OPTION	SUPPLIES/SERVICES DATA	QUANTITY	UNIT Lot	UNIT PRICE	AMOUNT NSP

Section C - Descriptions and Specifications

#### CLAUSES INCORPORATED BY FULL TEXT

CLAUSES INCORPORATED BT FULL TEXT	
H-TXT-33 - WAGE DETERMINATION APPLIC	ABLE, SERVICE CONTRACT ACT (JUN 2017)
Attachment [Contracting officer insert appropria the applicable Service Contract Act Wage Determinat	te attachment from Section " $J$ "] incorporated herein sets forth ion by the Secretary of Labor.
(End of clause)	
C-TXT-18 KEY PERSONNEL (JUN 2017)	
(a) The offeror agrees to assign to this contract those I shall be made except in accordance with this clause.	key personnel listed in paragraph (d) below. No substitutions
performance period no personnel substitutions will be individual's sudden illness, death or termination of empromptly notify the Contracting Officer and provide the initial [Contract officer insert number of days] dwriting, at least fifteen (15) days (thirty (30) days if a	ne information required by paragraph (c) below. After the ay period, all proposed substitutions must be submitted in
the proposed substitute or addition, and any other info him to approve or disapprove the proposed substitutio contract must have qualifications of the person being	posed substitutions. They must contain a complete resume for rmation requested by the Contracting Officer or needed by ns. All substitutions proposed during the duration of this
(d) List of Key Personnel	
[Contract officer insert personnel determi	ined at time of contract award to be key personnel]
NAME	CONTRACT LABOR CATEGORY

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the

Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

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Section E - Inspection and Acceptance

# INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

# **DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	N/A	N/A	N/A	N/A
000101	N/A	N/A	N/A	N/A
0002	POP 29-SEP-2017 TO 28-SEP-2018	N/A	N/A FOB: Destination	
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

#### ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH3P 251 77777 0 050120 2F 000000

COST CODE: A00004196230 AMOUNT: \$47,288.41

ACRN CLIN/SLIN CIN AMOUNT
AA 000101 130067316100001 \$47,288.41

#### CLAUSES INCORPORATED BY FULL TEXT

#### G-TXT-08 Supplemental Wide Area WorkFlow Payment Instructions (JUN 2017)

- (a) The following Wide Area WorkFlow (WAWF) payment instructions supplement DFARS Clause 252.232-7006.
- (b) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of: 1) all labor categories and individuals utilized during the billing period; 2) number of hours and fully burdened hourly labor rates (including fee) per individual\*; 3) material (consumable and non-consumables) description and fully burdened costs, separated by type; 4) fully burdened travel costs itemized by trip, date and individual; 5) other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.; 6) subcontractor costs itemized with the same level of detail; and 7) average actual hourly labor rates (total actual fully burdened labor cost/total # hrs performed).

\*In lieu of providing names of individuals, you may choose to assign an "employee code" to each individual. If the aforementioned methodology is chosen the Contracting Officer may require an employee matrix mapping the employee codes to an individual name.

Attachments created with any Microsoft Office product or Adobe (.pdf files) are to be attached to the invoice in WAWF. The total size limit for files per invoice in WAWF is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR.

- (c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.
- (d) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.
- (e) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc) shall not be priced seperately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

### G-TXT-01 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (JUN 2017)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

### **CONTRACTING OFFICER REPRESENTATIVE**

Name:
Code:
Address:
Phone Number: E-mail:
(h) It is amphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

(End of clause)

### N6600117F1016

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## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

52.232-22	Limitation Of Funds	APR 1984
252.232-7006	Wide Area WorkFlow Payment Instructions	MAY 2013